IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION.

CIVIL APPLICATION No.5280 of 2005.

IN

FIRST APPEAL No. 1894 of 2006.

IN

CLAIM APPLICATION No.513 of 2000.

National Insurance Company. Appellant.
/Applicant.

Vs.

Mr. Kusum Baban Godhade ..Respondents.
and Others.

Ms. Sonal Gangwani i/b. Harshada Rane
for the Appellant/Applicant.

Shri. A.P. Kulkarni i/b. M.A.Utgikar
for Respondent No.1.

CORAM: S.B.DESHMUKH,J.
DATED: 17TH AUGUST,2006.

P.C.:-

1] Heard the learned Counsel for the respective parties. Appeal, filed by the Appellant challenging the Judgment and Award passed by the Tribunal in M.A.C.P. No.513 of 2000,is admitted by this Court.

2] The learned Counsel for the Applicant/Appellant submits, prima facie, the Applicant is not liable and responsible to

make the payment of compensation. According to her, it is case of breach of condition of the Insurance policy. The learned Counsel for the Respondents, submits, that the Trial Court referring to the evidence led on behalf of the parties, recorded a finding that the deceased was not travelling in the vehicle in question.

3] After hearing parties, in my view, interim relief can be granted subject to condition that the Applicant shall deposit entire decretal amount excluding No Fault Liability amount of Rs.50,000/- and statutory deposit of Rs. 25,000/- which is deposited in this Court at the time of filing of Appeal.

4] In the result, Application is partly allowed. Interim relief in terms of prayer clause (b) is granted subject to condition that the Applicant shall deposit entire decretal amount [in exclusion of Rs.75,000/-] in this Court within a period of six weeks from today. It is made clear, in case, failure on the part of the Applicant to deposit entire decretal amount in this Court, as directed above, interim relief granted

shall stand vacated without reference to the Court.

5] Liberty to apply for withdrawal of the amount in favour of the Respondents is granted.

[S.B.DESHMUKH,J.]